

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

INNOVATIVE BUILDERS, INC.

PLAINTIFF

VERSUS

CIVIL ACTION NO. 1:11CV213-RHW

JOSEPH E. BREECK d/b/a
J & J BOATWORKS, INC.

DEFENDANT

JUDGMENT

The above-captioned matter was presented for trial before a duly sworn and empaneled jury. After the parties rested their respective cases, the undersigned instructed the jury on the applicable law. The jury deliberated and then announced its unanimous verdict in open court. Upon review of the Special Verdict Form submitted to and completed by the jury, the Court finds that the jury:

(1) Found by a preponderance of the evidence that Joseph E. Breeck d/b/a J&J Boatworks (Breeck) breached the contract agreement(s) with Innovative Builders, Inc. (Innovative) and/or breached its duty of good faith and fair dealing;

(2) Found by a preponderance of the evidence that Innovative suffered damages in the amount of \$15,750.00;

(3) Found by a preponderance of the evidence that Innovative breached the contract agreement(s) with Breeck and/or breached its duty of good faith and fair dealing;

(4) Found by a preponderance of the evidence that Breeck suffered damages in the amount of \$10,297.36.

IT IS THEREFORE ORDERED AND ADJUDGED that Plaintiff/Counter-Defendant Innovative recover \$15,750.00 from Defendant/Counter-Plaintiff Breeck with legal interest

thereon until paid, and that Defendant/Counter-Plaintiff Breeck recover \$10,297.36 from Plaintiff/Counter-Defendant Innovative with legal interest thereon until paid.

IT IS FURTHER ORDERED that each party is to bear its own costs.

SO ORDERED, this the 23rd day of May, 2013.

/s/ *Robert H. Walker*

ROBERT H. WALKER
UNITED STATES MAGISTRATE JUDGE